

DEPARTMENT OF INDUSTRIAL RELATIONS  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
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## TRAVEL AND SUBSISTENCE PROVISION

FOR

### **FIRE SAFETY AND MISCELLANEOUS SEALING ASBESTOS WORKER**

FIRE SAFETY TECHNICIAN – CLASS I (0-2000 HOURS)  
FIRE SAFETY TECHNICIAN – CLASS II (2000-4000 HOURS)  
FIRE SAFETY TECHNICIAN – CLASS III (4000-6000 HOURS)  
FIRE SAFETY TECHNICIAN – CLASS IV (6000 OR MORE HOURS)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,  
SANTA BARBARA, AND VENTURA COUNTIES

3-5-4  
and  
204-K-18

#96181  
S0019  
D.B.V.  
DJ

May 2004 - JUNE 30, 2007

## AGREEMENT

**For the Fire Safety and Miscellaneous Sealing  
of Pipe Sleeves and Penetrations for Southern California,  
between Asbestos Workers Local 5, U.A. District Council #16,  
and Industry Contractors.**

## **PREAMBLE**

The purpose of this Agreement is to provide capable and timely service to the appropriate contractors engaged in the construction, repair, rehabilitation and remodeling of all types of structures and to diminish conflicts and strife within the construction industry.

### **SECTION I**

#### **Parties-Area of Agreement**

The parties to this agreement shall be the International Brotherhood of Asbestos Workers Local 5 and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting industry, District Council No. 16 ( U.A.), collectively referred to herein as "the Unions" and the Contractors doing the work covered under this agreement shall be collectively referred to herein as "the Employer."

The area of District Council No. 16 (U.A.) of this Agreement shall be the Counties of Los Angeles, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, San Luis Obispo, Inyo, Kern, and Mono.

The area of Asbestos Workers Local 5 shall be the same as above.

Fire Safety Workers shall have the ability to travel throughout District Council #16 and Local #5 without restrictions.

**SECTION VI    WORK RULES - OVERTIME - HOLIDAYS**

All Fire Safety Workers shall be paid "Travel Pay and Subsistence" as per Article IX of the Local No. 5 International Association of Heat and Frost Insulators and Asbestos Workers "BASIC AGREEMENT."

3-5-1  
TS

**BASIC  
AGREEMENT  
BETWEEN  
SOUTHERN CALIFORNIA CHAPTER,  
WESTERN INSULATION CONTRACTORS ASSOCIATION**

**AND**

**LOCAL NO. 5,  
INTERNATIONAL ASSOCIATION OF  
HEAT AND FROST INSULATORS  
AND ASBESTOS WORKERS  
EFFECTIVE SEPTEMBER 24, 2001  
TO AUGUST 4, 2004**

**RECEIVED**  
Department of Industrial Relations

**NOV 19 2001**

Div. of Labor Statistics & Research  
Chief's Office

**ARTICLE IX**  
**Travel Pay and Subsistence**

**Section 1 (Los Angeles):**

1. There shall be (2) recognized zones with the Los Angeles City Hall as the central point. All zones are depicted on a map mutually agreed upon between the Employer and the Union. Such map is designated as "Exhibit A" and made a part of this Agreement.

Zone 1: 0 to 75 miles - No allowance

Zone 2: Over 75 miles - \$50.00 per day worked, plus 32 cents per mile as travel allowance at the start and finish of the job.

2. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

**Section 2 (San Diego):**

1. There will be two (2) recognized zones radiating from the intersection of Broadway Street and U.S. Highway #15 in the city of San Diego. All zones are depicted on a map mutually agreed upon between the Employer and the Union. Such map is designated as Exhibit "B" and made a part of this Agreement.

Zone 1: 0 to 30 miles - no allowance

Zone 2: Over 30 miles - \$50.00 per day worked, plus 32 cents per mile as travel allowance at the start and finish of the job.

2. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

3. Zone 1 (the free zone) is expanded to include the area bounded by a 22 mile arc drawn from Oceanside Boulevard and the "5" Freeway and intersecting the current San Diego free zone and the Los Angeles free zone as depicted on the map mutually agreed upon between the Employer and the Union. This map shall be a part of "Exhibit B" as referenced in the Article IX, Section 2, subsection 1 above.

**Section 3 (Bakersfield):**

1. There shall be two (2) recognized zones with the Bakersfield City Hall as the central point. All zones are depicted on a map mutually agreed upon between the Employer and the Union.

Such map is designated as "Exhibit C" and made a part of this Agreement.

Zone 1: 0 to 75 miles - no allowance

Zone 2: Over 75 miles - \$50.00 per day worked, plus 32 cents per mile as travel allowance at the start and finish of the Job.

2. Bakersfield is considered a resident area for employees who reside, for a minimum period of ninety (90) days within the city limits of Bakersfield, or within an area bounded by a radius of twenty (20) miles beyond such city limits. Such resident employees shall be paid the travel pay and subsistence provided in this Section 3. All other employees assigned to work within the Bakersfield zone area designated in Exhibit C shall be paid the same travel pay and subsistence allowance as provided in Section 1 above for work in Zone 2 outside Los Angeles.

3. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

#### **Section 4 (Boundaries):**

Jobs falling on the radius line of any zone shall be considered as in the next higher zone.

#### **Section 5 (Days Not Worked):**

An employee working in Zone 2 (Los Angeles), as defined in Section 1 above, or in Zone 2 (San Diego), as defined in Section 2 above, or in a Bakersfield zone area where the Los Angeles Zone 2 travel pay and subsistence allowance is applicable, shall be paid subsistence pay for (1) a holiday not worked in the zone if such holiday occurs on Tuesday, Wednesday or Thursday of the workweek and if the employee works both the days immediately preceding and following the holiday, and (2) for any day when such worker is required by the Employer to remain out of town, but not working, due to reasons beyond his control such as inclement weather.

#### **Section 6 (Transportation Facilities):**

Employees covered by this Agreement shall not be permitted to furnish, lease or rent the use of an automobile or other conveyance to transport men, tools, equipment or materials from shop to Job, from job to job, or from job to shop. Facilities for such transportation will be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport the owner and personal tools from home to shop or job at starting time, from job to job, or from job to home at quitting time.

#### **Section 7 (Subsistence Jobs):**

The Employer may schedule its employees four (4) days a week, ten (10) hours a day on full board and subsistence Jobs.